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5 **UNITED STATES DISTRICT COURT**
6 **FOR THE WESTERN DISTRICT OF WASHINGTON**
7 **AT SEATTLE**

8 KIMBERLY K. BUTLER, a single person,
9 Plaintiff,
10 vs.
11 STATE FARM MUTUAL AUTOMOBILE
12 INSURANCE COMPANY,
13 Defendant.

NO.
NOTICE OF REMOVAL OF CIVIL
ACTION PURSUANT TO
28 U.S.C. § 1441

13 TO: CLERK OF THE COURT
14 AND TO: Plaintiff
15 AND TO: T. Jeffrey Keane, her attorney

16 PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1441 and 1446, defendant State
17 Farm Mutual Automobile Insurance Company hereby removes the King County Superior Court
18 action described below to the United States District Court for the Western District of
19 Washington at Seattle. In support thereof, defendant states as follows:

20
21 1. Kimberly K. Butler filed a civil action in King County Superior Court against
22 Justin K. Wong entitled *Butler v. Wong*, King County Cause Number 13-2-20659-5 SEA,
23 on May 13, 2013. On October 23, 2013, plaintiff amended her complaint to remove Justin
24 K. Wong as a defendant and plead claims against a new defendant, State Farm Mutual
25 Automobile Insurance Company.

NOTICE OF REMOVAL OF CIVIL ACTION PURSUANT TO 28 U.S.C. § 1441 – 1

1 2. Plaintiff entitled the first amended complaint "Plaintiff's First Amended
2 Complaint for Insurance Bad Faith, Violations of the Insurance Fair Conduct Act, Violation
3 of Fiduciary and Quasi-Fiduciary Duties, and Breach of Contract". Plaintiff served State
4 Farm Mutual Automobile Insurance Company with the amended complaint on October 25,
5 2013. A true and correct copy of the pleadings served on State Farm Mutual Automobile
6 Insurance Company is attached as Exhibit A.

7
8 3. The first amended complaint pleaded claims relating to the handling of
9 plaintiff's claim for medical expenses under the Personal Injury Protection coverage in her
10 automobile insurance policy. Defendant did not believe that the amount in controversy for
11 the claims pleaded in the first amended complaint exceeded \$75,000 exclusive of interest
12 and costs. Therefore, this action was not removable to federal court when the first amended
13 complaint was filed.

14 4. On October 24, 2014, counsel for defendant received Plaintiff's Motion for
15 Leave to File Second Amended Complaint. This document was accompanied by a
16 proposed second amended complaint, which plaintiff entitled "Plaintiff's Second Amended
17 Complaint for Insurance Bad Faith, Violations of the Insurance Fair Conduct Act, Violation
18 of Fiduciary and Quasi-Fiduciary Duties, and Breach of Contract". A true and correct copy
19 of Plaintiff's Motion for Leave to File Second Amended Complaint with the proposed
20 second amended complaint is attached as Exhibit B.

21
22 5. Plaintiff's motion to amend her complaint seeks to add claims relating to the
23 underinsured motorist coverage in her automobile insurance policy. (See Exhibit B, Motion
24 at 2, ll. 1-4) The new claims pleaded in the second amended complaint now make this
25 action removable to federal court.

1 6. The action is one in which the United States District Court is given original
2 jurisdiction by reason of complete diversity of citizenship and the requisite amount in
3 controversy pursuant to Title 28 U.S.C. § 1332.

4 7. Venue is proper in the United States District Court for the Western District of
5 Washington, in that defendant does business in King County, Washington. 28 U.S.C. §
6 1391.

7 8. The suit is between plaintiff Kimberly K. Butler, a resident of King County,
8 Washington, and defendant State Farm Mutual Automobile Insurance Company, an Illinois
9 corporation with its principal place of business in Illinois.

10 9. Defendant has a good-faith belief that the amount in controversy for the claims
11 pleaded in the second amended complaint exceeds \$75,000 exclusive of interest and costs.
12 Plaintiff now alleges that her automobile insurance policy provided
13 Underinsured/Uninsured Motorist coverage with a policy limit of \$100,000. (Second
14 Amended Complaint, ¶ 3.1) She further alleges that it was reasonably clear plaintiff had a
15 policy limits UIM claim, and that her claim had value at or above the applicable limit, yet
16 defendant failed and refused to make payment. (*Id.*, ¶ 3.10; see also ¶ 4.32) This was
17 defendant's first notice that plaintiff's claimed damages exceed \$75,000.
18

19 10. Removal to federal court is appropriate in any civil action brought in state court
20 over which the federal district court has original jurisdiction. 28 U.S.C. § 1441.
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22 11. As of the date of the filing of this Notice of Removal of Civil Action, 30 days or
23 less have elapsed from the time this matter first became removable, and less than one year
24 has elapsed since the action was originally served on defendant. Defendant State Farm
25 Mutual Automobile Insurance Company was originally served with process on October 25,

1 2013.

2 12. Pursuant to 28 U.S.C. § 1446(d), copies of this Notice of Removal of Civil
3 Action are being served upon plaintiff's attorney and filed with the Clerk of the Superior
4 Court of the State of Washington for King County.

5 13. By filing this Notice of Removal, defendant does not waive, and instead
6 expressly reserves, all rights, defenses or objections of any nature that it may have with
7 respect to plaintiff's claims.
8

9 DATED this 24th day of October, 2014.

10 REED McCLURE

11
12 By 

13 Michael S. Rogers, WSBA #16423
14 Attorneys for Defendant
15 1215 Fourth Avenue, Suite 1700
16 Seattle, WA 98161-1087
17 mrogers@rmlaw.com
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CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

T. Jeffrey Keane
Law Offices of T. Jeffrey Keane, PLLC
100 NE Northlake Way, Suite 200
Seattle, WA 98105-6871

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated October 24, 2014, at Seattle, Washington.


Katherine McBride